

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

E.DIGITAL CORPORATION,

Plaintiff,

vs.

LITE-ON SALES IT CORPORATION;  
and LITE-ON SALES AND  
DISTRIBUTION, INC.,

Defendants.

CASE NO. 14-cv-92-H-BGS

**ORDER CONTINUING ALL  
DEADLINES IN LIEU OF A  
STAY**

[Doc. No. 12]

On January 13, 2014, Plaintiff e.Digital Corporation filed its complaint against Defendants Lite-On IT Corporation and Lite-On Sales and Distribution, Inc. (Doc. No. 1.) On March 19, 2014, Plaintiff filed a notice of settlement and unopposed, ex parte motion to stay all deadlines pending settlement. (Doc. No. 12.) The parties request a stay until April 28, 2014 to execute a settlement agreement and file a notice of voluntary dismissal. (See id. at 2.)

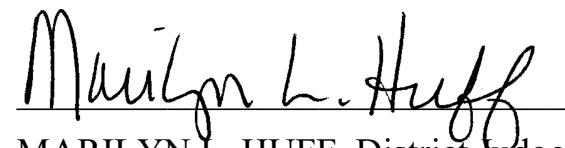
“The District Court has broad discretion to stay proceedings as an incident to its power to control its own docket.” Clinton v. Jones, 520 U.S. 681, 706 (1997). Furthermore, “the suppliant for a stay must make out a clear case of hardship or inequity in being required to go forward. . . .” Landis v. North Am. Co., 299 U.S. 248, 255 (1936); see also Lockyer v. Mirant Corp., 398 F.3d 1098, 1112 (9th Cir. 2005)

1 (quoting Landis and holding that “being required to defend a suit, without more, does  
2 not constitute a ‘clear case of hardship or inequity’ within the meaning of Landis”).

3 In lieu of a formal stay, the Court orders a limited continuance of deadlines in  
4 this action for the parties to effect settlement. An extension of the case deadlines for  
5 thirty-five days ensures that the proceedings will be delayed no longer than necessary.  
6 Exercising its discretion, the Court denies the parties’ motion to stay the proceedings  
7 and continues all deadlines until **April 28, 2014**.

8 **IT IS SO ORDERED.**

9 DATED: March 24, 2014

  
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11 MARILYN L. HUFF, District Judge  
12 UNITED STATES DISTRICT COURT  
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